

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Northern Division

BRANDON CAIRE,

Plaintiff,

v.

CONIFER VALUE BASED CARE, LLC, *et al.*,

Defendants

Case No.: RDB-13-1216

**DEFENDANT CONIFER VALUE-BASED CARE, LLC'S MOTION TO COMPEL
ARBITRATION OR, IN THE ALTERNATIVE, TO DISMISS COUNTS THREE AND
FOUR FOR FAILURE TO STATE A CLAIM**

Defendant, Conifer Value-Based Care, LLC (hereinafter "CVBC"), by and through undersigned counsel, hereby moves this Court for an Order compelling the Plaintiff to proceed with his claim against CVBC in arbitration, pursuant to an Arbitration Agreement, thus dismissing the claims against CVBC in this Court; or alternatively, to dismiss the claims in Counts Three and Four against CVBC for failure to state a claim upon which relief can be granted, pursuant to Rule 12(b)(6), and for good cause, states as follows:

1. Plaintiff filed the current action alleging illegal discrimination/retaliation in the terms, conditions, and discharge of his employment, pursuant to the Family Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), the Americans with Disabilities Amendments Act ("ADAA"), the Maryland Human Relations Act, and the Maryland Wage Payment and Collection Law. Plaintiff also seeks declaratory judgment concerning an arbitration provision that Plaintiff asserts is unenforceable, unconscionable, waived and/or breached. Complaint, ¶¶1-2. Plaintiff has alleged that CVBC is the surviving entity of a merger

between his former employer, InforMed, LLC and another entity, and is filing suit against CVBC as a result of his termination from employment by InforMed. Complaint, ¶5.

2. Plaintiff may not maintain his claims against CVBC in this Court, as such claims are subject to an Arbitration Agreement that the Plaintiff previously entered with his employer, CVBC (formerly InforMed, LLC) (the “Arbitration Agreement”). The Arbitration Agreement is valid, and enforceable. Consequently, the Court must dismiss the Complaint against CVBC, and compel the parties to proceed to arbitration.

3. Alternatively, if and only if, the Court determines that Plaintiff’s claims against CVBC should remain in this Court, then the Court must dismiss Count Three (claiming violation of the Americans with Disabilities Act), and Count Four (claiming violation of the Maryland Human Relations Statute) for failure to state a claim upon which relief can be granted.¹

WHEREFORE, for the reasons stated herein, as well as those set forth in the accompanying Memorandum of Law, which is expressly incorporated by reference herein, Defendant CVBC respectfully requests that the Court dismiss the pending action against it and compel the parties to arbitration pursuant to a valid Arbitration Agreement; or alternatively, dismiss Counts Three and Four against CVBC, with prejudice, for failure to state a claim upon which relief can be granted; and that the Court issue any and all other relief it deems just and appropriate.

¹ If the Court were to deny CVBC’s Motion to Compel Arbitration, CVBC would file an Answer as to Count Two (alleging violation of the FMLA), and Count Five (alleging violation of the Maryland Wage Payment and Collection Act).

Respectfully submitted,

/s/ John S. Vander Woude

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CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of June, 2013, a copy of Defendant CVBC's Motion to Compel Arbitration or, in the Alternative, to Dismiss for Failure to State a Claim was sent via electronic service to:

Ruth Anne Azeredo, Esquire
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Attorney for Plaintiff

AND VIA FIRST CLASS MAIL TO:

Conifer Health Solutions, LLC
c/o Corporation Trust, Inc., Resident Agent
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

By: /s/ John S. Vander Woude
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